

THE COURTS

Legality of the Seizure of Books and Papers
To Be Used in Evidence.

THE WATERBURY-TAMMANY FIGHT.
Suit Against the Merchant Despatch Company.

THE "SHAUGHRAUN" LITIGATION REVIVED.

Application was made yesterday in the Supreme Court, Chambers, before Judge Davis, by Mr. William Sinclair, on behalf of a number of property owners, to show cause why the Commissioners of Estimate and Assessment should not be compelled to accept and file objections made in the matter of the opening of 10th street, from Ninth avenue to the Hudson River. After argument by Mr. Sinclair Judge Davis decided that the owners had a right to file their objections at any time before the completion of the opening proceedings.

Yesterday the trial of William Mank, who is indicted for dealing in counterfeit money, was resumed in the United States Circuit Court before Judge Benedict. The case lasted all day, and has not yet been concluded.

Henry Tine, who had been charged before Commissioner Shields with having assaulted Thomas Edden, on board the steamer City of Hartford, by striking him with a hatchet and biting his thumb, was ordered to be discharged, the government witness not being in attendance. The Commissioner said he could not think of keeping a person in prison so hot weather as this without an examination.

In the suit brought by Lucas H. Wetten et al. vs. Jay Cooke & Co. et al. a motion was made yesterday in Supreme Court, Chambers, before Judge Davis, on behalf of Paymaster Cutler, of the Brooklyn Navy Yard, who in the suit represented Secretary Robeson, to vacate the injunction granted in the case under the decision by the general term so far as to permit him to sell a portion of the iron pledged to the Navy Department as security for moneys in the hands of Cooke, McCulloch & Co., of London.

Mr. Chase, for plaintiff, said that he presumed that under the decision of the General Term the motion would be granted.

After some discussion the Court took the papers, reserving its decision.

LEGACY OF THE SEIZURE OF BOOKS AND PAPERS AS EVIDENCE.

Yesterday, in the United States Circuit Court, in the case of the United States, plaintiffs in error, vs. George Hughes, defendant in error, Judge Hunt, one of the Associate Justices of the Supreme Court of the United States, filed his decision, which affects a very important question. The action was brought to recover from the defendant certain personal property, to wit, the internal revenue laws, New York the trial the Collector of the Port of New York had taken the proceedings authorized by the act of March 2, 1837 (4 United States Statutes, 547), and had seized certain books and papers, which, it was alleged, contained entries that would sustain the action. The offer of the government to give in evidence these books and papers on the trial was overruled by the judge. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

It is also at this time the well-known rule in the United States Circuit Court, that a witness who is called as a witness in that suit. What he then states as a witness and as a party is evidence against him and the high Court has held that among others, cases where the discovery or evidence may be obtained from the party as a witness. It is contended that a witness who is called as a witness in that suit. What he then states as a witness and as a party is evidence against him and the high Court has held that among others, cases where the discovery or evidence may be obtained from the party as a witness.

THE KELLY-WATERBURY CONTROVERSY.

As a fruit of the spirit of unbridledness springing up in the city of New York, a war that raged with great bitterness in the Society of Tammany or Columbian Order—articles of impeachment were preferred against Mr. Waterbury, alleging that he had violated the laws of the society. Upon such articles of impeachment Mr. Waterbury was duly tried, convicted and sentence passed that he be removed. Mr. Waterbury at once carried the case into the courts and obtained an alternative writ mandamus against the Tammany Society, with an order to show cause why the society should not be dissolved. The society then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

THE KELLY-WATERBURY CONTROVERSY.

As a fruit of the spirit of unbridledness springing up in the city of New York, a war that raged with great bitterness in the Society of Tammany or Columbian Order—articles of impeachment were preferred against Mr. Waterbury, alleging that he had violated the laws of the society. Upon such articles of impeachment Mr. Waterbury was duly tried, convicted and sentence passed that he be removed. Mr. Waterbury at once carried the case into the courts and obtained an alternative writ mandamus against the Tammany Society, with an order to show cause why the society should not be dissolved. The society then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

poration which will inform him of his rights; that he was made application for copies of the books and papers of the society, and that he was refused. Wherefore, he insisted, the society should be compelled by due process of law to grant him his rights. He then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

Mr. Clinton replied that Tammany was a corporation, and that corporations could not be dissolved. He then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

Mr. Clinton, in reply, said that this must be set up in the case of the society, and not in the case of the individual. He then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

At this point Mr. Clinton rose and stated that it was a waste of time to continue the case. He then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

THE "SHAUGHRAUN" REDIVIVUS.

Not long since Mr. Dion Boucicault brought an action in the United States Circuit Court, against John Hart, proprietor of the Theatre Comique, to recover the sum of \$25,000 for an alleged infringement of the copyright of the "Shaughraun," by playing in his (Mr. Hart's) theatre a drama the title of which is the "Skibbean." Mr. Boucicault claims that the "Skibbean" has been pirated from the "Shaughraun." Judge Woodruff tried the case in the course of the past winter. It was found that the "Skibbean" was a pirated version of the "Shaughraun." The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

AN ERIE RAILWAY CONTRACT.

The Erie Railway Company, under a contract with the Delaware and Lackawanna Canal Company for carrying coal, became indebted to the latter company in the sum of \$10,000, payment for the same being due on the 10th inst. Meanwhile the Jefferson Car Company brought an equity suit to compel the payment of this money. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

MARINE COURT—PART I.

Before Judge Alder.

JEWISH BURIALS.

Jacob Keyser et al. vs. The Genesee Underwriters Verein. The defendant is a benevolent association, owning several sections of ground in the Bay Side Cemetery, its object being the provision of a burying place for its members, and free burial for poor Israelites, and further the sale of graves to members of their religious persuasion outside the society who are able to pay and who are willing to conform to their regulations. The plaintiff claims that the defendant has violated the laws of the society. Upon such articles of impeachment Mr. Waterbury was duly tried, convicted and sentence passed that he be removed. Mr. Waterbury at once carried the case into the courts and obtained an alternative writ mandamus against the Tammany Society, with an order to show cause why the society should not be dissolved. The society then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

MARINE COURT—PART II.

Before Judge Alder.

JEWISH BURIALS.

Jacob Keyser et al. vs. The Genesee Underwriters Verein. The defendant is a benevolent association, owning several sections of ground in the Bay Side Cemetery, its object being the provision of a burying place for its members, and free burial for poor Israelites, and further the sale of graves to members of their religious persuasion outside the society who are able to pay and who are willing to conform to their regulations. The plaintiff claims that the defendant has violated the laws of the society. Upon such articles of impeachment Mr. Waterbury was duly tried, convicted and sentence passed that he be removed. Mr. Waterbury at once carried the case into the courts and obtained an alternative writ mandamus against the Tammany Society, with an order to show cause why the society should not be dissolved. The society then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

named company four cases and one bale of leaf tobacco, the property of the plaintiff, in good order and condition, valued at \$100, the company agreeing to convey said goods to Gallen. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

MARINE COURT—PART 4.

Before Judge McAdam.

ACTION FOR SHOOTING A BOY.

The plaintiff in this case is the father of John Weir, and resided at No. 420 West Sixteenth street, in this city. On the 7th of last September the son was in company with other boys, and the defendant proceeded out of a place in question and leveled a gun loaded with buckshot at the boys, and fired, wounding John in the right arm. John Weir, in consequence of the injury he received, was sent to Bellevue Hospital for medical treatment, and after being discharged, in a week or two, was unable to get work for a considerable period, owing to the injury he received. The plaintiff testified that the doctor's bill was \$50, and the doctor deposed as to the nature of the wound.

DECISIONS.

SUPREME COURT—CHAMBERS.

By Judge Westbrook.

Clements vs. Yarriss.—Granted.

The indictment for the forgery of Merchants' Bank notes, by John Yarriss, was returned against him by the grand jury. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

Whitehead vs. Kennedy.—Motion granted so far as to direct the jury to find for the plaintiff, and to award him \$100, with costs. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

McDowell-Niven vs. Niven.—Motion denied, but without prejudice to its renewal on additional papers. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

Williams vs. O'Neill.—Motion to punish for contempt denied. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

Schmidt vs. Stevenson.—Motion to punish for contempt denied. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

Ward vs. Norton.—Motion granted. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

Cole vs. Hill.—Order settled. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

COMMON PLACES—SPECIAL TERM.

By Judge Loew.

Schmidt vs. Stevenson.—Motion to punish for contempt denied. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

Ward vs. Norton.—Motion granted. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

Cole vs. Hill.—Order settled. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

COMMON PLACES—SPECIAL TERM.

By Judge Loew.

Schmidt vs. Stevenson.—Motion to punish for contempt denied. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

Ward vs. Norton.—Motion granted. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

Cole vs. Hill.—Order settled. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

COMMON PLACES—SPECIAL TERM.

By Judge Loew.

Schmidt vs. Stevenson.—Motion to punish for contempt denied. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

Ward vs. Norton.—Motion granted. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

Cole vs. Hill.—Order settled. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

COMMON PLACES—SPECIAL TERM.

By Judge Loew.

Schmidt vs. Stevenson.—Motion to punish for contempt denied. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

By Judge Davis.

Ward vs. Norton.—Motion granted. The case was tried yesterday in Supreme Court, Chambers, before Judge Davis. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it. The defendant then moved for a writ of habeas corpus, and the Court granted it.

indictment charging him with stealing on the 23d of May a gold watch and chain, worth \$100, and a diamond ring, worth \$50, from the person of John McArthur, who was boarding at No. 550 Grand street. These prisoners were each sent to the House of Correction for three months.

ACQUITTED.

William Monahan, George Hopkins and Charles Christmas (youths) were tried for stealing \$36 in money from the barroom of James Healy, No. 163 Hudson street. The jury rendered a verdict of not guilty.

TOMBS POLICE COURT.

Before Judge Duffy.

CHARGED WITH EMBEZZLEMENT.

Frederick Mundy, of Brooklyn, was arraigned on a charge of embezzlement. It was alleged by the complainant, William Johnson, a State Senator, that on the 12th of January he required Mundy a check for \$100 to pay a premium on an insurance policy, and that the latter appropriated the same to his own use. The defense was that the money was loaned to Mundy, and to answer.

BREAKING UP THE GANK.

Detective Dorcy, of the sixth precinct, yesterday arrested James Molloy, of No. 9 Mulberry street, for stealing a watch and chain from William McNamara, of Brooklyn, E. D. Molloy is the owner of a gang of six or seven thieves, whom Captain Dorcy has been endeavoring to break up. Justice Duffy, before whom he was taken, held him for trial at the General Sessions.

ARREST OF A PICKPOCKET.

Peter Barrett, of No. 75 Roosevelt street, a newsboy, was held to answer on a charge of picking the pocket of Patrick Donohy, of Barclay street, of sundry ten cent stamps. Barrett is said to belong to a gang of youthful thieves that infest the neighborhood of the New York Post Office.

WASHINGTON PLACE POLICE COURT.

Before Judge Bixby.

DANGEROUS ACQUAINTANCES.

On Thursday night last, about eleven o'clock, a gentleman, at present staying at the Hotel Brunswick, was accosted in Union square park by two women named Lillie Green and Kattie Ennis. While engaged in conversation with them, they suddenly snatched a watch chain and a pocket watch from him, and ran away. Both women were arrested by the police, and are now in the ninth precinct. They were brought before Judge Bixby yesterday and committed, in lack of \$2,000 bail each, to answer.

BROOKLYN COURTS.

COURT OF OVER AND TERMINER—A RAILROAD NUISANCE—PRESENTMENT BY THE GRAND JURY.

Before Judge Pratt.

A large number of taxpayers, residing in the vicinity of the intersection of the East and Franklin avenues, recently sent to the Grand Jury of Kings county a petition that measures be taken to abate the nuisance caused by the operation of the Brooklyn and Manhattan Railroad Company, which crosses each other at that point. The petition stated that the operation of the railroad was a nuisance, and that the Grand Jury should take measures to abate it. The Grand Jury has granted the petition, and has ordered the railroad company to take measures to abate the nuisance.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

By Judge Pratt.

The Grand Jury having granted the petition from well known taxpayers and residents in the vicinity of the intersection of the East and Franklin avenues, the Grand Jury has ordered the railroad company to take measures to abate the nuisance. The railroad company has refused to do so, and the Grand Jury has ordered the company to be sequestrated, and to pay the costs of the proceedings.

had any interview with Mr. Kimball, the owner. They could not have had no accurate knowledge of the whereabouts of the goods, and the insurance. They could not have known that the ship's resources would suffice to pay the freight, and the general average available. And they had then no control over the insurance, and no control over the freight, and they undertook to pay the bond and discharge the ship. Their arrangement was with the mortgagee, and there was no evidence that they agreed with him to do anything more than take the bond from the holder and act as general agent for the collection of the freight, and the general average. It is not established that in that arrangement they undertook to satisfy the bottomry and extinguish the general average, and to pay the freight, and the general average, and to pay the bond, and to discharge the ship. The appellants, however, rely upon the fact that the mortgagee, and the owner, who do not speak at all of the arrangement of the mortgage. They speak only of an endorsement of the mortgage, and Kimball, with the owner, from whom the possession had been taken, and who had then no control over the insurance, and no control over the freight, and they undertook to pay the bond and discharge the ship. Their arrangement was with the mortgagee, and there was no evidence that they agreed with him to do anything more than take the bond from the holder and act as general agent for the collection of the freight, and the general average. It is not established that in that arrangement they undertook to satisfy the bottomry and extinguish the general average, and to pay the freight, and the general average, and to pay the bond, and to discharge the ship. The appellants, however, rely upon the fact that the mortgagee, and the owner, who do not speak at all of the arrangement of the mortgage. They speak only of an endorsement of the mortgage, and Kimball, with the owner, from whom the possession had been taken, and who had then no control over the insurance, and no control over the freight, and they undertook to pay the bond and discharge the ship. Their arrangement was with the mortgagee, and there was no evidence that they agreed with him to do anything more than take the bond from the holder and act as general agent for the collection of the freight, and the general average. It is not established that in that arrangement they undertook to satisfy the bottomry and extinguish the general average, and to pay the freight, and the general average, and to pay the bond, and to discharge the ship. The appellants, however, rely upon the fact that the mortgagee, and the owner, who do not speak at all of the arrangement of the mortgage. They speak only of an endorsement of the mortgage, and Kimball, with the owner, from whom the possession had been taken, and who had then no control over the insurance, and no control over the freight, and they undertook to pay the bond and discharge the ship. Their arrangement was with the mortgagee, and there was no evidence that they agreed with him to do anything more than take the bond from the holder and act as general agent for the collection of the freight, and the general average. It is not established that in that arrangement they undertook to satisfy the bottomry and extinguish the general average, and to pay the freight, and the general average, and to pay the bond, and to discharge the ship. The appellants, however, rely upon the fact that the mortgagee, and the owner, who do not speak at all of the arrangement of the mortgage. They speak only of an endorsement of the mortgage, and Kimball, with the owner, from whom the possession had been taken, and who had then no control over the insurance, and no control over the freight, and they undertook to pay the bond and discharge the ship. Their arrangement was with the mortgagee, and there was no evidence that they agreed with him to do anything more than take the bond from the holder and act as general agent for the collection of the freight, and the general average. It is not established that in that arrangement they undertook to satisfy the bottomry and extinguish the general average, and to pay the freight, and the general average, and to pay the bond, and to discharge the ship. The appellants, however, rely upon the fact that the mortgagee, and the owner, who do not speak at all of the arrangement of the mortgage. They speak only of an endorsement of the mortgage, and Kimball, with the owner, from whom the possession had been taken, and who had then no control over the insurance, and no control over the freight, and they undertook to pay the bond and discharge the ship. Their arrangement was with the mortgagee, and there was no evidence that they agreed with him to do anything more than take the bond from the holder and act as general agent for the collection of the freight, and the general average. It is not established that in that arrangement they undertook to satisfy the bottomry and extinguish the general average, and to pay the freight, and the general average, and to pay the bond, and to discharge the ship. The appellants, however, rely upon the fact that the mortgagee, and the owner, who do not speak at all of the arrangement of the mortgage. They speak only of an endorsement of the mortgage, and Kimball, with the owner, from whom the possession had been taken, and who had then no control over the insurance, and no control over the freight, and they undertook to pay the bond and discharge the ship. Their arrangement was with the mortgagee, and there was no evidence that they agreed with him to do anything more than take the bond from the holder and act as general agent for the collection of the freight, and the general average. It is not established that in that arrangement they undertook to satisfy the bottomry and extinguish the general average, and to pay the freight, and the general average, and to pay the bond, and to discharge the ship. The appellants, however, rely upon the fact that the mortgagee, and the owner, who do not speak at all of the arrangement of the mortgage. They speak only of an endorsement of the mortgage, and Kimball, with the owner, from whom the possession had been taken, and who had then no control over the insurance, and no control over the freight, and they undertook to pay the bond and discharge the ship. Their arrangement was with the mortgagee, and there was no evidence that they agreed with him to do anything more than take the bond from the holder and act as general agent for the collection of the freight, and the general average. It is not established that in that arrangement they undertook to satisfy the bottomry and extinguish the general average, and to pay the freight, and the general average, and to pay the bond, and to discharge the ship. The appellants, however, rely upon the fact that the mortgagee, and the owner, who do not speak at all of the arrangement of the mortgage. They speak only of an endorsement of the mortgage, and Kimball, with the owner, from whom the possession had been taken, and who had then no control over the insurance, and no control over the freight, and they undertook to pay the bond and discharge the ship. Their arrangement was with the mortgagee, and there was no evidence that they agreed with him to do anything more than take the bond from the holder and act as general agent for the collection of the freight, and the general average. It is not established that in that arrangement they undertook to satisfy the bottomry and extinguish the general average, and to pay the freight, and the general